

EXHIBIT A

Fansteel Metals, Inc. f/k/a FMRI, Inc. v. Muskogee City-County Port Authority, et al.
E.D. Okla. Case Number: 21-CV-102

Plaintiff's Summary Chart for April 15, 2024 Status Hearing

Party Name and Number (Sorted by Volume)	Manner of Service	Appeared	Answer or Response to Second Amended Complaint	Fed. R. Evid. 408 Records Furnished including <u>Technical Documents</u> and on <u>Vendor Nexus Documents</u>	Liability / Allocation Discussion Items	FRE 408 Participant	<i>De Minimis</i>	Fansteel Response	Additional Consideration
Fansteel Metals, Inc. (Plaintiff)	Not Applicable	Yes			1. Arranger Liability a. Intent to Dispose b. Useful product 2. Equitable Allocation Methodology	Yes	N/A	1. This Court held Plaintiff pleaded <i>prima facie</i> arranger liability against 4 Vendor Defendants. Dkt. #156. 2. Fansteel Inc. is a twice bankrupt Owner/Operator which incurred Past Costs interests against PRPs to Plaintiff. Similar circumstances after litigation have been around 5%. See e.g., <i>In re Kaiser Gypsum Co., Inc.</i> , No. 16-31602 (JCW), 2020 WL 6737641, *29 (Bankr. W.D.N.C. Nov. 13, 2020) (allowing 5.42% share of liability). Required under Environmental Settlement Agreement to satisfy approved Plan of Liquidation, which requires Plaintiff to utilize funds obtained from PRPs to pay future clean up costs in current dollars.	None.
<u>Muskogee City-County Port Authority</u> (Def. #1)	Waiver of Service of Summons	Yes	Answered Second Amended Complaint (Dkt.#168) after Denial of Motion to Dismiss (Dkt.#158)	Not Applicable	Denials with Affirmative Defenses	Yes	Yes As Landowner	CERCLA Section 122(g)(1)(B) De Minimis Landowner Administrative Settlement Agreement and Order on Consent with USEPA finalized and effective April 2, 2024 after public notice and comment period.	Subject to dismissal given resolution of landowner claims with USEPA.
<u>BHP Minerals Service Company</u> (Def. #11) f/k/a Billiton Trading Company, Inc. and f/k/a Billiton Metals, Inc.	Waiver of Service of Summons	Yes	Rule 12(b)(6) Motion to Dismiss Pending	Yes 8,911 Pages of Nexus Documents	<u>Motion to Dismiss</u> 1. Not an Arranger a. No Intent / Useful Product b. Fansteel Pleads No Facts for Claim and Amendment is Futile 2. CERCLA 107(a) claims fail as matter of law 3. Not Liable for Kennametal Crossclaims	Yes	No EPA Issued General Notice Letter	<u>BHP Motion to Dismiss:</u> 1. Defendant has been provided Fansteel's transactional Vendor Nexus Documents to amend SAC and plead <i>prima facie</i> liability for Fansteel's arrangements with BHP's predecessor (8,911 Pages); a. Useful product arguments by similarly situated Vendor Defendants have failed at Motion to Dismiss stage 2. Fansteel agreed to dismiss 107(a) claim 3. Premature to determine Crossclaim liability.	Awaiting USEPA de minimis settlement offer structure for USEPA-incurred Past Costs and Future Response Costs. Defendant wishes to remain in FRE 408 discussions regarding Fansteel Past Costs settlement path, but final resolution and timing unknown.
<u>Companion Litigation</u> Citigroup (successor to Philipp Brothers, Inc.)		Yes	Deadlines Stayed						
<u>Companion Litigation</u> Union Carbide Corp.		Yes	Deadlines Stayed						
<u>Cabot Corporation</u> (Def. #14) Plaintiff asserts it is liable for its affiliates: 1.Def #30: National Resources Trading Inc.; 2.Kawecki Berlyco Industries; 3.Kawecki Chemical Co.	Corporate service	Yes	Answer or Response to Complaint Due Upon Court Setting Deadline	Yes 2,069 Pages of Nexus Documents	Not Yet Known	Yes	Possible (EPA Decision)	Not yet known.	Awaiting USEPA de minimis settlement offer structure for USEPA-incurred Past Costs and Future Response Costs. Defendant wishes to remain in FRE 408 discussions regarding Fansteel Past Costs settlement path, but final resolution and timing unknown.
<u>Metallurg, Inc.</u> (Def. #21) Plaintiff alleges and names its parent and successor, which is not independently liable: 1. Def. #19: AMG Advanced Metallurgical Group N.V.	Corporate service	Yes	Answer or Response to Complaint Due Upon Court Setting Deadline	Yes 332 Pages of Nexus Documents	Not Yet Known	Yes	Possible (EPA Decision)	Court denied Defendant's Rule 12(b)(6) Motion to Dismiss and held that Plaintiff pleaded <i>prima facie</i> arranger liability. See, Dkt.#156.	Awaiting USEPA de minimis settlement offer structure for USEPA-incurred Past Costs and Future Response Costs. Defendant wishes to remain in FRE 408 discussions regarding Fansteel Past Costs settlement path, but final resolution and timing unknown.
<u>Everzinc USA, Inc.</u> (Def. #36)	Corporate service	Yes	Answered Second Amended Complaint (Dkt.#185) after Denial of Motion to Dismiss (Dkt.#156)	Yes 550 Pages of Nexus Documents	Denials with Affirmative Defenses	Yes	Possible (EPA Decision)	Court denied Defendant's Rule 12(b)(6) Motion to Dismiss and held that Plaintiff pleaded <i>prima facie</i> arranger liability. See, Dkt.#156.	Awaiting USEPA de minimis settlement offer structure for USEPA-incurred Past Costs and Future Response Costs. Defendant wishes to remain in FRE 408 discussions regarding Fansteel Past Costs settlement path, but final resolution and timing unknown.
<u>United States Defendant</u> (Def. #22) (formerly G.S.A. now D.O.D.)	Service upon United States effected pursuant to Rule 4(i)	Yes	Answer or Response to Complaint Due Upon Court Setting Deadline	Yes 395 Pages of Nexus Documents	Not Yet Known	Yes	Likely	Awaiting USEPA <i>de minimis</i> settlement offer for USEPA-incurred Past Costs and Future Response Costs.	Defendant wishes to remain in FRE 408 discussions regarding Fansteel Past Costs settlement path, but final resolution and timing unknown.
<u>Amalgamet, Inc.</u> (Def. #4)	Corporate service	No Exteded by Court Order	Answer or Response to Complaint Due Upon Court Setting Deadline	Yes 1,017 Pages of Nexus Documents	Not Yet Known	Yes	Likely	Awaiting USEPA <i>de minimis</i> settlement offer for USEPA-incurred Past Costs and Future Response Costs.	Defendant wishes to remain in FRE 408 discussions regarding Fansteel Past Costs settlement path, but final resolution and timing unknown.
<u>Kennametal, Inc.</u> (Def. #25)	Waiver of Service of Summons	Yes	Answered Second Amended Complaint (Dkt.#198) after Denial of Motion to Dismiss (Dkt.#156)	Yes 464 Pages of Nexus Documents	Denials with Affirmative Defenses	Yes	Likely	Court denied Defendant's Rule 12(b)(6) Motion to Dismiss and held that Plaintiff pleaded <i>prima facie</i> arranger liability. See, Dkt.#156. Awaiting USEPA de minimis settlement offer from USEPA-incurred Past Costs and Future Response Costs.	Defendant wishes to remain in FRE 408 discussions regarding Fansteel Past Costs settlement path, but final resolution and timing unknown.
<u>Osram Sylvania Inc.</u> (Def. #24)	Corporate service	Yes	Answer or Response to Complaint Due Upon Court Setting Deadline	Yes 33 Pages of Nexus Documents	Not Yet Known	Yes	Likely	Awaiting USEPA <i>de minimis</i> settlement offer for USEPA-incurred Past Costs and Future Response Costs.	Defendant wishes to remain in FRE 408 discussions regarding Fansteel Past Costs settlement path, but final resolution and timing unknown.